

INDIVIDUAL RIGHT OF WAY PERMIT

Application Requirements

1. Applications must be submitted to the Planning & Zoning Department for review and submission to the Board of County Commissioners for approval. The Application must be received by **Wednesday** to be placed on the Commissioner's Agenda for the following Tuesday.
2. A fee of **\$25.00** will be charged for each request and underground installations are preferred to be at 48 inches. Please make your checks payable to Logan County.
3. Please provide a **detailed map** of the proposed Improvements in relation to the surrounding area.
4. If the Application is approved, a construction plan will need to be submitted to properly fill out the Logan County Use Tax Agreement.
5. After Approval of the ROW Permit Application, the attached Logan County **Use Tax Agreement must be completed and paid in full before any construction is to take place.**
6. A copy of the Application will be forwarded to the Logan County Road & Bridge Department so they can make the required inspection of the location after the work has been completed.
7. You will be sent copies of the Application and the Logan County Use Tax Agreement after it has been filed in the Logan County Clerk's Office.

Logan County Planning & Zoning
315 Main Street
Sterling, CO 80751
(970) 522-7879

Logan County Road & Bridge
1115 N. Division
Sterling, CO 80751
(970) 522-3426

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and _____ the undersigned easement holder or landowner, hereinafter called "Applicant".

Witnesseth:

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): _____ and _____

WHEREAS, Applicant desires to install and construct a _____, which will be located (**Circle One**) along, under, or across _____, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of **\$25.00** and keeping of the terms and covenants contained herein, the parties agree as follows:

1. Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
2. If the Applicant desires to bury at less than 48 inches below the lowest level of any borrow ditch paralleling the County Road, an "Individual permit" must be submitted for each instance.
3. Applicant shall have the right to install and construct _____, described above, in the right of way of _____, but such installation and construction shall be done only in the following manner: To a depth of 48 Inches, unless this is not possible.
4. All work authorized by this Agreement **shall be completed no later than** _____.
5. It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation, Applicant shall restore the surface to the same condition as existed prior to such construction, and in the future will keep and maintain such surface in the same condition as prior to such installation.

All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.

6. The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.
7. Applicant hereby releases the County from any liability for damages caused by said _____, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.
8. No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
9. This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
10. OtherProvisions:

_____.

Signed at Sterling, Colorado the day and year first above written.

**THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

Gene A. Meisner (Aye) (Nay)

Jack H. McLavey (Aye) (Nay)

Gregory A. Etl (Aye) (Nay)

INDIVIDUAL ROW PERMIT

APPLICANT:

Signature: _____

Application Fee (\$25.00)

Company: _____

Ck# _____

Street: _____

Date Paid _____

City, State and Zip: _____

Phone #: _____